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5 MARYLAND CASUALTY COMPANY,  
6 Plaintiff,  
7 vs.  
8 AVALON MANAGEMENT, LLC, *et al.*,  
9 Defendants.

10 Case No.: 11-CV-5640 YGR  
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13 **ORDER GRANTING STIPULATION AND**  
14 **MOTION RE: FILING OF FIRST AMENDED**  
15 **COMPLAINT, VACATING DEFAULT AS**  
16 **AGAINST DEFENDANT AVALON**  
17 **MANAGEMENT, LLC;**  
18 **ORDER GRANTING MOTIONS TO DISMISS**  
19 **COMPLAINT, COUNTER-CLAIMS, AND**  
20 **COMPLAINT-IN-INTERVENTION**

21 The parties filed their Stipulation re: Filing of First Amended Complaint and Vacation of  
22 Default By Defendant Avalon Management, LLC, on June 20, 2013. (Dkt. No. 118, “the First  
23 Stipulation.”)<sup>1</sup> The parties appeared for their scheduled pre-trial conference on June 21, 2013.  
24 Plaintiff, Defendant-in-Intervention and Counter-Claimant Maryland Casualty Company appeared  
25 by counsel Hee Young Lee. Defendants Tiburon Hospitality, LLC, Tiburon Capital LLC, Tiburon  
26 Barstow, LLC, and Intervenor and Counter-Defendant Sequoia Insurance Company appeared by  
27 Michelle Myers and Alison F. Greene. After that hearing, the parties also submitted a second  
28 stipulation requesting dismissal of Maryland Casualty Company’s cross-claims. (Dkt. No. 120,  
“Second Stipulation.”)

29 Based upon the First Stipulation, the Second Stipulation, and the parties’ motions and  
30 responses on the record at the pre-trial conference, the Court **ORDERS** as follows:

31 (1) The First Stipulation is **GRANTED**. The default previously entered as against  
32 Defendant Avalon Management, LLC is **VACATED**. The request to file a First Amended Complaint  
33 is **GRANTED *nunc pro tunc*** as of June 20, 2013. The filing of the First Amended Complaint on

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38 <sup>1</sup> The Court mistakenly indicated on the record that no proposed order was submitted on the  
39 stipulation. A proposed order was entered in ECF but was not submitted to chambers’ email as required by  
40 Civil Local Rule 5-1(g).

1 June 20, 2013, is **APPROVED**. All answers to the original Complaint for Rescission and  
2 Declaratory Relief are deemed to be answers to the First Amended Complaint.

3 (2) The motion on the record by Plaintiff Maryland Casualty Company to dismiss its  
4 complaint against all parties thereto, without prejudice, was unopposed by any party. This motion  
5 is **GRANTED**.

6 (3) The motion on the record by Complainant-In-Intervention Sequoia Insurance  
7 Company to dismiss its complaint-in-intervention against all parties thereto, with prejudice, was  
8 unopposed by any party. This motion is **GRANTED**.

9 (4) The Second Stipulation is **GRANTED**.

10 The First Amended Complaint of Maryland Casualty Company is **DISMISSED WITHOUT**  
11 **PREJUDICE** in its entirety.

12 The cross-claims made by Plaintiff and Counter-Defendant Maryland Casualty Company in  
13 response to Sequoia Insurance Company's Complaint-in-Intervention are **DISMISSED WITH**  
14 **PREJUDICE**.

15 The Complaint-In-Intervention of Sequoia Insurance Company is **DISMISSED WITH**  
16 **PREJUDICE** in its entirety.

17 This Order terminates Docket No. 120.

18 **IT IS SO ORDERED.**

19 **Date: June 21, 2013**

  
YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT COURT JUDGE

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